

**CONTRACT AMENDMENT NO. 2**  
**DENTAL SERVICES**  
**MONTANA DENTAL SERVICES**  
**CONTRACT NO. COR-SVCS-2020-0343-CSD**

This CONTRACT AMENDMENT No. 2 amends the above-referenced contract between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Montana Dental Services, P.C.**, (Contractor), whose address and phone number are P.O. Box 815, Helena, MT 59624-0815, (406) 451-9880. This Contract is amended for the following purpose(s):

- 1) In accordance with Section 1, of the above-referenced contract, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this Contract for the period January 1, 2023, through December 31, 2023, per the terms, conditions, and prices agreed upon. This is the 2<sup>nd</sup> renewal, 4<sup>th</sup> year of the Contract. This Contract, including any renewals, may not exceed a total of seven (7) years.
- 2) In accordance with Section 14, of the above-referenced contract, entitled Compliance with Laws, parties mutually agree to replace the previously agreed-upon language with the language as shown below. **(The referenced Sections will read as follows with the new language underlined).**

**14. COMPLIANCE WITH LAWS**

**14.1 Applicable Laws.** Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. Contractor will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, and MDOC Policy 1.1.17, Prison Rape Elimination Act to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. Contractor is referred to § 45-5-501 MCA. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

**14.2 Affordable Care Act.** The Affordable Care Act requires a Contractor, if Contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer

responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980H (ACA).

- 3) In accordance with Section 23, of the above-referenced contract, entitled Liaisons and Service of Notices, subsection 23.2, entitled Contract Manager, parties mutually agree to replace the State's Contract Manager as shown below:

**CURRENT:** Kristi Hernandez is State's  
Contract Manager  
5 South Last Chance Gulch  
Helena, MT 59601  
(406) 444-9649  
[Kristi.Hernandez@mt.gov](mailto:Kristi.Hernandez@mt.gov)


**NEW:** Ashley Salmon is State's  
Contract Manager  
5 South Last Change Gulch  
Helena, MT 59601  
(406) 444-4931  
[Ashley.Salmon@mt.gov](mailto:Ashley.Salmon@mt.gov)

Except as modified above, all other terms and conditions of Contract No. **COR-SVCS-2020-0343-CSD**, **including Amendment #1**, remain unchanged.

**STATE OF MONTANA**  
**Montana Department of Corrections**  
**5 S. Last Chance Gulch**  
**Helena, MT 59601**


**Montana Dental Services, P.C.**  
**P.O. Box 815**  
**Bozeman, MT 59718**

DocuSigned by:

  
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Cynthia McGillis-Hiner (Date)  
Bureau Chief  
Health Services Bureau

10/6/2022

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Dr. Jim Hicks, D.D.S., Owner (Date)

10/6/2022

Approved as to Form:

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Ashley Salmon, Contracts Officer (Date)  
Financial Services Bureau

10/6/2022

Approved as to Legal Content:

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Molenda McCarty, Legal Counsel (Date)  
Legal Services Bureau

10/6/2022

**CONTRACT AMENDMENT NO. 1**  
**DENTAL SERVICES**  
**CONTRACT NO. COR-SVCS-2020-0343-CSD**

This CONTRACT AMENDMENT No. 1 amends the above-referenced contract between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, (406) 444-3930 and **Montana Dental Services, P.C.**, (Contractor), whose address and phone number are P.O. Box 815, Helena, MT 59624-0815, (406) 451-9880. This Contract is amended for the following purpose(s):

WHEREAS, the Contract title has been corrected due to this contract provides services to multiple facilities.

- 1) In accordance with Section 1, of the above referenced contract, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this Contract for the period January 1, 2022, through December 31, 2022, per the terms, conditions, and prices agreed upon. This is the 1<sup>st</sup> renewal, 3<sup>rd</sup> year of the Contract. This Contract, including any renewals, may not exceed a total of seven (7) years.
- 2) In accordance with Section 3, entitled Services and/or Supplies, subsection 3.1, entitled Service Requirements and Design, of the above referenced contract, parties mutually agree to removal and replacement of subsection 3.1.2, entitled Dental Treatment and Procedures with the following ANNEX language and attachments.

**CURRENT:**

~~**3.1 Service Requirements and Design.** Contractor must follow the following Montana Department of Corrections (MDOC) operational requirements and procedures. Contractor acknowledges having received and reviewed the MDOC operational requirements and procedures in effect on October 31, 2019. The parties agree that the operational requirements and procedures currently in effect and any amendments promulgated during the contract term upon reasonable advance notice to the Contractor are incorporated herein by reference. Contractor may cancel the contract upon 30 days' notice to the State if any amendments to the operational requirements and procedures made during the term of the contract, are unacceptable to the Contractor. Said cancellation is the Contractor's sole remedy.~~

~~**3.1.2 Dental Treatment and Procedures.**~~

- a) ~~Contractor must follow HS E-06.1 Initial Dental Treatment.~~
- b) ~~Contractor must follow HS E-06.2 Emergency Dental Evaluation.~~
- c) ~~Contractor must follow HS E-06.3 Non-emergency Dental Treatment~~
- d) ~~Contractor must follow HS E-06.4 Periodontal Care~~
- e) ~~Contractor must follow HS E-06.5 Dental Prosthetic Services~~
- f) ~~Contractor must follow HS E-06.6 Outside Dental Consultation or Treatment~~
- g) ~~Contractor must follow HS E-06.7 Dental Services Reviewed Final Draft 2017~~
- h) ~~Contractor must follow HS E-06.8 Dental Infection Control~~
- i) ~~Contractor must follow HS E-06.9 Dental tooth Control Final Draft 2017~~
- j) ~~Contractor must follow Infection Control CDC~~
- k) ~~Contractor must follow MT DOC Dental Services Revised May 19, 2017~~

~~1) Contractor must follow Guide to Dental Chart Revised April 25, 2014~~

**NEW:**

**3.1 Procedures.** Contractor shall provide dental treatment in accordance with the guidelines set forth by State in **ANNEX 1 (MT DOC Dental Services Guidelines)**, **ANNEX 2 (MT DOC Guide to the Dental Chart)**, and **ANNEX 3 (MSP Health Care Services Procedures Index PE 06.01-09)**, see Attachment A.

**3.1.2.** Contractor shall ensure all applicable healthcare services procedures are followed while working at Montana Women's Prison (MWP), Pine Hills Correctional Facility (PHCF) and Passages. (**ANNEX 3 Health Care Services Procedures Index**)

No changes to subsections 3.2.

- 3) In accordance with Section 4, entitled Consideration/Payment, subsection 4.1, entitled Payment Schedule, of the above referenced contract, parties mutually agree to an increase in the hourly rate and total contract maximum annual amount.

**CURRENT:**

**4.1.1. Dental Services Compensation MWP.** Contractor will be compensated for their professional services on an hourly basis at the rate of one hundred twenty and 00/100 dollars (**\$120.00**) per hour – **not to exceed 736 hours or \$88,320.00 annually** for all provided services listed herein. Contractor will be compensated for the herein contracted services of their employees, **dental assistant 1 and dental assistant 2**, at the hourly rate of nineteen and 00/100 (**\$19.00**) per hour – **not to exceed 2,105.5 hours or \$40,000 annually**. Contractor will be compensated for the herein contracted services of his employee dental hygienist at the hourly rate of thirty-eight and 06/100 dollars (**\$38.06**) per hour – **not to exceed 204 hours or \$7,764.00 annually**.

**4.1.2. Dental Services Compensation Passages.** Contractor will be compensated at the hourly rate of one hundred twenty and 00/100 dollars (**\$120.00**) per hour – **not to exceed 104 hours or \$12,480.00 annually** for all provided services listed herein.

**4.1.3. Dental Services Compensation PHCF.** Contractor will be compensated at the hourly rate of one hundred twenty and 00/100 dollars (**\$120.00**) per hour, including two hours driving time, from Billings, MT, to Miles City, MT, and back to Billings, MT. Total number of hours of dental service **may not exceed 192 hours or \$23,040.00 annually**. The total number of driving time **may not exceed 48 hours or \$5,760.00 annually**. This combined total for professional services and driving time **may not exceed 240 hours or \$28,800.00 annually**. Contractor will be compensated for the herein contracted services for the herein contracted services of his employee **dental assistant** at the hourly rate of nineteen and 00/100 (**\$19.00**) per hour – **not to exceed 120 hours or \$2,280.00 annually**. Contractor will be compensated for the herein contracted services of his employee **dental hygienist** at the hourly rate of thirty-eight and 06/100 dollars (**\$38.06**) per hour – **not to exceed 192 hours or \$7,308.00 annually**.

**4.1.5. Calendar Year 2020 January 1, 2020 – December 31, 2020.** Total Contract maximum reimbursement for all specified services and per diem reimbursed shall not exceed one hundred eighty-eight thousand, one hundred four and 00/100 Dollars (**\$188,104.00**). The contract maximum includes all compensation noted in this contract for dentist, dental hygienist and dental assistant services. Service allowances noted in Sections 5.1.1 through 5.1.3 may be amended by agreement of the parties

in writing. Any changes between facility compensations will still be limited to the total annual contract maximum.

**NEW:**

**4.1.1. Dental Services Compensation MWP.** Contractor will be compensated for their professional services on an hourly basis at the rate of **one hundred thirty and 00/100 dollars (\$130.00)** per hour – **not to exceed 736 hours or \$95,680.00 annually** for all provided services listed herein. Contractor will be compensated for the herein contracted services of their employees, dental assistant 1 and dental assistant 2, at the hourly rate of nineteen and 00/100 (\$19.00) per hour – not to exceed 2,105.5 hours or \$40,000 annually. Contractor will be compensated for the herein contracted services of his employee dental hygienist at the hourly rate of thirty-eight and 06/100 dollars (\$38.06) per hour – not to exceed 204 hours or \$7,764.00 annually.

**4.1.2. Dental Services Compensation Passages.** Contractor will be compensated at the hourly rate of **one hundred thirty and 00/100 dollars (\$130.00)** per hour – **not to exceed 104 hours or \$13,520.00 annually** for all provided services listed herein.

**4.1.3. Dental Services Compensation PHCF.** Contractor will be compensated at the hourly rate of **one hundred thirty and 00/100 dollars (\$130.00)** per hour, including two hours driving time, from Billings, MT, to Miles City, MT, and back to Billings, MT. Total number of hours of dental service **may not exceed 192 hours or \$24,960.00 annually**. The total number of driving time **not exceed 48 hours or \$6,240.00 annually**. This combined total for professional services and driving time **may not exceed 240 hours or \$31,200.00 annually**. Contractor will be compensated for the herein contracted services of his employee dental assistant at the hourly rate of nineteen and 00/100 (\$19.00) per hour – not to exceed 120 hours or \$2,280.00 annually. Contractor will be compensated for the herein contracted services of his employee dental hygienist at the hourly rate of thirty-eight and 06/100 dollars (\$38.06) per hour – not to exceed 192 hours or \$7,308.00 annually.

**4.1.5. Contract Yearly Annual Maximum.** Total Contract maximum reimbursement for all specified services and per diem reimbursed shall not exceed **one hundred ninety-eight thousand, nine hundred four and 00/100 Dollars (\$198,904.00)**, per contract year. The contract maximum includes all compensation noted in this contract for dentist, dental hygienist and dental assistant services. Service allowances noted in Sections 4.1.1 through 4.1.3 may be amended by agreement of the parties in writing. Any changes between facility compensations will still be limited to the total annual contract maximum.

No changes to subsection 4.1.4, 4.1.6, and 4.2.

- 4) In accordance with Section 9, of the above referenced contract, entitled Hold Harmless/Indemnification, parties mutually agree to replace the previously agreed upon language with the language as shown below:

**9. DEFENSE, INDEMNIFICATION / HOLD HARMLESS**

**Contractor shall protect, defend, indemnify, and save harmless the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Contractor's employees and**

agents, its subcontractors, its subcontractor's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

Contractor waives all claims, demands, causes of action, and recourse against the State, including claims of contribution or indemnity, arising in favor of Contractor on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

- 5) In accordance, with Section 13, of the above referenced contract, entitled Complying with Dark Money Spending Disclosure Requirements, parties mutually agree to delete the section in its entirety in accordance with State of Montana Executive Order 3-2021. For clarity, subsequent sections will not be renumbered.
- 6) In accordance with Section 14, of the above referenced contract, entitled Compliance with Laws, parties mutually agree to replace the previously agreed upon language with the language as shown below:

#### **14. COMPLIANCE WITH LAWS**

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. Contractor will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. Contractor is referred to § 45-5-501 MCA. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

**14.1 Affordable Care Act.** The Affordable Care Act requires a Contractor, if Contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980H (ACA).

- 7) In accordance with Section 16, of the above referenced contract, entitled Registration with the Secretary of State, parties mutually agree to replace the previously agreed upon language with the language as shown below:

# **16. REGISTRATION WITH THE SECRETARY OF STATE**

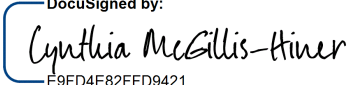
Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with §§ 35-14-1505, 35-8-1001, and 35-12-1309 MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. §§ 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

Except as modified above, all other terms and conditions of Contract No. **COR-SVCS-2020-0343-CSD**, remain unchanged.

**STATE OF MONTANA**  
**Montana Department of Corrections**  
**5 S. Last Chance Gulch**  
**Helena, MT 59601**

**Montana Dental Services, P.C.**  
**P.O. Box 815**  
**Bozeman, MT 59718**

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 Cynthia McGillis-Hiner  
 Acting Administrator  
 Health Services Bureau

4/12/2022


(Date)

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 Dr. Jim Hicks, D.D.S, Owner

4/12/2022

(Date)

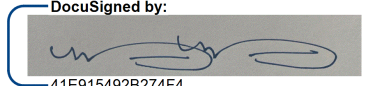
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 Kristi L. Hernandez, Contracts Officer  
 Financial Services Bureau

3/24/2022

(Date)

Approved as to Legal Content:

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 Molenda McCarty, Legal Counsel  
 Legal Services Bureau

3/23/2022

(Date)

**ATTACHMENT A**  
**Montana Department of Corrections**  
**Dental Services**  
**Revised 19 MAY, 2017**

**Part 1: Initial Dental Care**

**A. Intake Oral Screening.**

1. All Inmates arriving at a Montana Department of Corrections (MT DOC) secure facility will receive an oral screening, as part of the part of the Initial Health Intake Screening process or separately by a member of the dental staff, within 7 days of admission. This should occur even if the Inmate was a transfer from another MT DOC secure facility.
2. The intake oral screening can be performed by a dentist, dental support staff or by another trained health care professional.
3. All dental support staff or other qualified health care professionals providing intake oral screenings must be appropriately trained. Such training must be done by a dentist and the standardized training program must consist of more than completion of a self-study program.
4. The oral screening is to include a visual observation of the teeth and surrounding soft tissue. Notations should be made of any obvious abnormalities, severe painful conditions, acute infection or facial trauma requiring immediate referral to a dentist.

**B. Comprehensive Oral Examination.**

1. All Inmates arriving at a MT DOC secure facility will receive a comprehensive oral examination within 30 days of admission. If the Inmate has transferred from another MT DOC secure facility and has had a comprehensive oral exam within the last 10 months then the oral examination can be scheduled for an annual (12 month) Re-care Examination.
2. The comprehensive oral examination shall only be performed by a dentist currently licensed in the State of Montana.
3. All notations concerning the comprehensive oral examination will be made in a standardized MT DOC dental chart. Guidelines set forth by the *MT DOC Guide to the Dental Chart* will be utilized when documenting information resulting from the comprehensive oral examination.
4. Radiographs necessary for the comprehensive oral examination to appropriately develop a triaged dental treatment plan will be utilized.
5. The comprehensive oral examination should include an evaluation of the Inmates medical history, the Inmates oral history, current complaints, extraoral head and neck evaluation, oral hard and soft tissue evaluation, periodontal screening, examination and charting of teeth, as well as evaluation of current radiographs.
6. If an Inmate is re-admitted to a MT DOC secure facility within 10 months and there is a properly documented oral examination on record, a new comprehensive oral examination is not required. If an initial comprehensive examination is not done the Inmate should be placed on the annual Re-care



Examination list appropriate to the date of his last oral examination.

**C. Triaged Dental Treatment Plan.**

1. Through the comprehensive oral exam, a triaged dental treatment plan will be developed identifying existing dental and oral needs and proposed dental treatment.
2. To ensure the most urgent and important dental treatment is completed in a timely manner on all Inmates, the proposed clinically-indicated dental treatment is prioritized.
3. The triaged dental treatment provided will be subject to the amount of time the Inmate is under MT DOC care.
4. The Inmates dental care is part of a continuum of care unaffected by the Inmates transfer from one Secure facility to another (not including Community Correction facilities).
5. Clinically-indicated dental treatment needs will be prioritized:
  - a. Phase 1(P1): Conditions requiring treatment for the elimination of severe pain, acute infections and trauma. These conditions should be treated as high priority conditions and should be addressed within 24 – 48 hours once a dentist is available. MT DOC Nursing Dental Condition Protocols may be followed prior to the Inmate being seen by the dentist.
  - b. Phase 2 (P2): Conditions which if left untreated, will in time likely become a phase 1 condition, or conditions that do not allow for the adequate mastication of food. Phase 2 conditions will be divided into 2 categories in order of priority.
    1. P2a: Conditions while currently not resulting in severe pain or acute infection will require expedited treatment. If in the estimation of the dentist, the tooth condition needs to be addressed within the next 12 months it should be classified as P2a.
    2. P2ar: P2ar (P2a reset) are dental conditions deemed to be P2a but could be delayed by a year. P2ar conditions will usually be automatically converted to a P2a condition on the next Re-care Examination.
    3. P2b: Conditions recognized as requiring treatment in the future, however, in the estimation of the dentist, will not likely result in acute infection, severe pain, pulpal exposure or significant tooth structure loss even if left un-treated for 12–24 months. P2b restorative needs will, in most cases not be treated. At the annual Re-care (Periodic) Examination dental treatment needs classified as P2b will be re-evaluated and if necessary re-classified.
  - c. Phase 3 (P3): Conditions which are not expected to deteriorate significantly if left untreated, areas to be re-evaluated at subsequent examination appointments (waits / watches) or conditions requiring treatment beyond the dental treatment normally provided by the MT DOC. At the annual Periodic (Re-care) Examination P3 conditions will be re-evaluated.

## 6. Dental Care Scheduling.

- a. The treatment goals at each appointment will be to take care of the most urgent treatment need (s). This will normally be treatment that can be accomplished in 60 – 90 minutes or less.
    1. P2a Operative treatment: Treatment generally limited to one or two teeth.
    2. P2a Extractions / oral surgery: Treatment for a single tooth or limited area for extractions (such as a posterior quadrant).
  - b. As needed, the Inmate is re-placed on the P2a treatment list for additional dental care. When the patient comes to the top of the treatment list again the patient's highest priority need(s) will be addressed. This cycle will continue until all of the patient's priority dental care needs are resolved or the Inmate is released.
  - c. This will allow for the most urgent dental care needs of the largest possible number of Inmates to be taken care of.
  - d. Denture / Partial Dentures. If the Inmate is at the top zone of the Denture list, then all necessary restorative treatment, for completion of the partial denture, will be expedited.
  - e. The dentist will still retain the ability to set additional appointments in select cases. The provider can request (thru the NV notes) the Inmate be rescheduled as a priority if deemed necessary. This could occur if the provider feels that another appointment is needed with minimal delay. This should be the exception not the rule for rescheduling dental care.
  - f. Dental care that normally requires multiple appointments for a given procedure are scheduled by the provider thru the NV notes in the timeline that is appropriate.
  - g. This should maximize the number of patients seen in a given amount of clinic time. This will address the desire distribute dental services equitably. In addition, this guideline should ensure that the highest priority dental care needs are address first.
7. ART: Alternative Restorative Technique (ART) is a provisional restoration designed to remove the majority (but not all) of the decay on teeth with large or open areas of decay and restore them with a provisional glass ionomer restoration.
- a. Generally, after the gross decay is removed, a layer of Dycal or other CaOH base is placed over the remaining deep decay and the tooth is provisionally restored with a glass ionomer material.
  - b. Except for anterior teeth where esthetics is a consideration, a glass ionomer such as miracle mix or Fuji Triage should be considered as it would be obvious to another dentist that the tooth was provisionally restored.

- c. During the Comprehensive Oral Exam, the tooth can be charted as a P2a ART with the second line treatment planned as a P2ar in the priority section and the involved surfaces noted (see example below). This tooth will automatically be converted to a P2a condition in the next Re-care Examination.
- d. The goal is to resolve (temporarily) a significant dental condition and allow for potential secondary dentin formation. Often this can be the difference between have to perform endodontic treatment (with the likely commitment of a crown in the future) or an extraction and eventually being able to restore the tooth with a basic restoration.
- e. This likely will not be successful with teeth exhibiting symptoms of nerve involvement such as constant or throbbing pain or where a clinically evident pulpal exposure exist. It often, however is successful with teeth that are asymptomatic, discomfort when eating, with food impaction, or with teeth with areas of exposed broken tooth structure or restorations.

**D. Oral Hygiene Instruction.**

- 1. Instruction in oral hygiene and preventive oral education will be given within 30 days of admission.
- 2. Interactive education concerning health care risk with poor oral hygiene, proper brushing and flossing techniques, the need for regular dental cleanings and examinations and general information concern dental health care in a correctional environment will be provided.
- 3. The Oral Hygiene Instruction label will be utilized, signed by the instructor and Inmate and placed on the lower left portion of the Dental Chart cover. If during an annual examination or dental cleaning appointment there is no Oral Hygiene Instruction label on the cover then presume no formal instruction has been given and present to the Inmate instructions in oral hygiene and preventive oral education.
- 4. For more information concerning Oral Hygiene Instruction consult the *MT DOC Guide to the Dental Chart*.
- 5. Subsequent oral health education should be documented in the Daily Treatment Sheet or the Dental Hygiene Record in the dental chart. Additional oral health education should be provided whenever it is evident the Inmates oral health would benefit from the additional instruction.
- 6. The Inmate should be offered a copy of the MT DOC Dental Health Care brochure and, if applicable the MT DOC Denture Care handout.

**E. Privacy Notification.**

- 1. Privacy Notification information should be presented to each Inmate in MT DOC custody. This will usually be done as part of the Comprehensive Oral Exam appointment.
- 2. The Inmate should have been presented an opportunity to review and receive a copy of the MT DOC Privacy Practices Notification handout.
- 3. This information does not need to be repeated if the Inmate already has a completed Privacy Notification label on the Dental Chart.
- 4. A Privacy Practice Notification label should be placed in the lower right area of the MT DOC dental chart and signed by the presenter. The Inmate should initial and sign the label once the information has been presented and any questions answered.

**F. Tobacco Cessation.**

1. Inmates who have indicated in the Drug Use section of the MT DOC Dental Chart a history of tobacco usage should be presented information concerning tobacco cessation.
2. The presentation should be tailored to whether the past tobacco usage was cigarettes, smokeless or both.
3. Since Montana State Prison is a smoking-free prison, the Inmates should be encouraged to take advantage of this and avoid re-starting unhealthy habits.
4. The Inmate should be offered a copy of the MT DOC Tobacco Cessation brochure.

## **Part 2: Emergent Dental Care**

**A. Emergent Dental Treatment**

Dental emergency evaluation and treatment shall be determined and prioritized through the nursing dental protocols and/or emergency dental protocols during regular clinic hours.

**B. Nursing dental protocols (after hours).**

1. Primary focus of treatment is alleviation of pain, control of acute infection and oral-facial trauma.
2. MT DOC Nursing Dental protocols are to be utilized by MT DOC medical staff after regular dental clinic hours.
3. Documentation of any treatment provided, concerning the dental emergency should be forwarded to the dental department in a timely manner.
4. Depending on the severity of the condition the request for emergency treatment and treatment provided can immediately forwarded to the dental department or the on-call dentist can be contacted.
5. Inmates with life threatening dental emergencies or combination of medical and dental issues may be directed to the medical department.

**C. Emergent Dental Protocols.**

1. The request, once received by the dental department will be expedited and the Inmate should be scheduled for evaluation and treatment at the earliest available clinic appointment time.
2. Treatment may include, but not be limited to:
  - i. No treatment, if not deemed appropriate.
  - ii. Medications for relief of pain or acute infection.
  - iii. Sedative or permanent restoration.
  - iv. Extractions or other oral surgical treatment.
  - v. Adjustment of tooth structure, restorations or prosthetic appliances.
  - vi. Treatment for acute periodontal conditions.
  - vii. Pulpotomy or pulpectomy (first step endodontic treatment).
  - viii. Referral to outside practitioners, the MT DOC Infirmary or the hospital emergency center.

**D. Treatment Follow-up.**

1. When appropriate, the Inmate should receive an appointment for follow-up dental treatment or post-op evaluation.
2. All Inmates referred to outside practitioners or hospital emergency centers for emergency treatment should be set up for a post-op evaluation appointment.

### Part 3: Non- Emergent Dental Care

- A. Restorative (Operative).** Basic restorative dental treatment will be provided. Restorative materials utilized will be based on the dentist assessment as to which material will be best suited for the specific situation, the Inmates age, general health and the Inmates oral hygiene. The Inmate will not be given the option of choosing the restorative materials to be utilized.
- B. Oral Surgery.** All basic needed oral surgery, within the scope of ability of the dentist is authorized.
  1. Assessment of current diagnostic radiographs, the Inmates health history and pertinent medical information should be made.
  2. A pre-operative consult with the Inmate, concerning the surgical risk factors should be signed and documented in the Surgery Data Sheet (Iilac chart insert).
  3. The Inmate should be informed of any complications that may arise and the expected prognosis. This should be documented and the Inmate should be placed on the follow-up treatment list. The medical staff may be notified if their involvement in follow-up care is likely.
  4. Oral and written post-operative instructions should be provided to the Inmate.
  5. Potential pathological conditions not immediately biopsied or referred should be re-evaluated in 10-14 days.
  6. Any surgical conditions beyond the ability or comfort level of the dentist should be reviewed for referral.
- C. Endodontic Treatment.**
  1. Endodontic (Root Canal) treatment is authorized in select cases, where endodontic treatment would significantly enhance the Inmates oral health, arch integrity or if a required abutment for a partial denture. Endodontic treatment is not recommended if:
    - i. The Inmate does not have the ability or desire to have a cast restoration (if needed) placed on the tooth once they are released from MT DOC custody.
    - ii. The overall poor condition of the Inmates dentition would make a partial (or full) denture a recommended choice for the Inmate.
    - iii. The Inmate would benefit significantly from a partial denture and the tooth is not an essential abutment tooth for the partial.
    - iv. The long-term prognosis of the tooth is poor or guarded due to the overall poor condition or lack of long term restorability of the tooth, significant periodontal involvement or lack of adequate bone support for the tooth.
  2. The Inmates desire to “keep the tooth” is not an over-riding factor in determining whether endodontic treatment is to be performed. If the Inmate is scheduled for release within a very short time period a first step endodontic procedure may be provided however, the Inmate must be informed (and the

dental chart well documented) that they, not the MT DOC, will be responsible for completion of the endodontic treatment and subsequent restoration.

3. The pre-endodontic consult, with the Inmate should be signed and documented in the RCT Data Sheet (salmon chart insert).

**D. Periodontal Care.**

1. Non-surgical periodontal care is discussed in detail in the Periodontal Care section below.
2. Surgical Periodontal treatment. Can be provided, in select cases for Inmates who have limited areas of periodontal disease where periodontal surgery can correct or reduce the periodontal defect. Inmates scheduled to receive a partial denture, who have correctable periodontal defects should have the periodontal surgery, if indicated, prior to construction of the partial denture.

**E. Removable Prosthodontics.** Complete dentures, partial dentures and occlusal splints are discussed in Removable Prosthetics section below.

**F. Orthodontics.**

1. Orthodontic services are not normally provided. In special circumstances, orthodontic treatment can be considered with authorization of the MT DOC Director, Dental Services.
2. Inmates entering the correctional facility with fixed or removable orthodontic appliances:
  - i. Consult with the Inmates Orthodontist to determine, based on the Inmates projected incarceration time, whether to continue or terminate the orthodontic treatment.
  - ii. In select cases the Inmate may be transported to the orthodontist office for evaluation or treatment.
  - iii. If the orthodontic treatment is to be continued the Inmate should be set up for regular follow-up appointments with the MT DOC dental staff. Periodontal care and personal oral hygiene, with patients with fixed orthodontic appliances is very important and should be closely monitored.
  - iv. If the orthodontic appliances are to be removed, written informed consent from the Inmate should be obtained. In some cases the orthodontic appliances can be inactivated by removing the wires and elastics but leaving the brackets and bands in place. This should not be done with Inmates with long sentences. If the Inmate refuses to allow the recommended removal of the orthodontic appliance a documented Refusal of Treatment form should be completed.

**G. Fixed Prosthodontics.** Fixed Prosthodontics (cast crowns and bridges) are not normally provided. In special circumstances fixed prosthodontic treatment can be considered with authorization of the MT DOC Director, Dental Services. If the Inmate has a crown or bridge being fabricated but not cemented, arrangements should be made to have the appliance delivered to the MT DOC Dental Department to enable completion of the treatment. The MT Department of Corrections is not financially responsible for any cost related to prosthodontic treatment started prior to the Inmate entering the correctional system but completed while the Inmate is under the care of the MT Department of Corrections.

- H. Implants.** Dental implant services are not normally provided. In special circumstances, dental implants can be considered with authorization of the MT DOC Director, Dental Services. In cases where dental implants and associated restorative treatment have been initiated but not completed, a consultation with the originating dentist should be made. A determination should be made whether the treatment can be suspended until the Inmates release, the restorative phase can be finished at MT DOC, or if the Inmate needs to be transported to the originating dentist office for continued treatment.
- I. Re-care (Periodic) Oral Examination.** Inmates will be given an option be placed on the Re-care (Periodic) Oral examination treatment list.
1. Inmates are authorized to receive a re-care examination on an annual basis.
  2. If medically necessary, and with prior approval from the MT DOC Director, Dental Services an Inmate may be scheduled for more frequent oral examinations.
  3. New bitewing radiographs may be taken during the re-care examination. New Panograph radiographs should be taken every 3 – 5 years.
  4. The medical history update section should be completed during the re-care examination.
- J. Medically compromised Inmates.**
1. Consultation with the appropriate clinical medical staff concerning the Inmates medical and dental care is encouraged for medically compromised Inmates.
  2. Medical test can be ordered for the Inmate. Prior approval from the MT DOC Director, Dental Services should be obtained for all non-emergent, non-routine medical tests.
- K. Documentation.** All notations concerning the provision of non-emergent dental care will be made in a standardized MT DOC dental chart. Guidelines set forth by the *MT DOC Guide to the Dental Chart* will be utilized

## Part 4: Periodontal Care

- A. Comprehensive Oral Examination – Periodontal Care Treatment Planning.**
1. An assessment of the Inmates overall periodontal condition should be made and a periodontal treatment plan determined.
  2. As part of the Inmates initial Comprehensive Oral Examination the dentist should complete and document:
    - i. A Periodontal Screening Record (PSR).
    - ii. An evaluation of the Inmates general periodontal condition, calculus and plaque levels.
    - iii. An assessment of the Inmates personal oral hygiene.
    - iv. A periodontal care treatment plan for the Inmate.
    - v. Discussions concerning significant periodontal conditions and recommendations.
  3. Notations should be made in the Periodontics section at the bottom of page 1 of the Comprehensive Treatment Plan (goldenrod) dental chart insert.
  4. Instruction in oral hygiene and preventive oral education should be provided to each Inmate. The Oral Hygiene Instruction (OHI) label should be utilized and

signed by the instructor and Inmate. The label should be affixed to the lower left corner of the Dental Chart cover.

**B. PSR (periodontal Screening Record).**

1. A PSR record will be determined on each Inmate. The PSR is the standardized periodontal screening developed by the American Dental Association and the American Periodontal Association. It is an efficient method to determine the inmates overall periodontal condition. The PSR record will determine the course of periodontal treatment the inmate will receive.
2. **PSR Records of 2 or less** generally indicates minimal periodontal involvement. The Periodontal Care program for these Inmates will consist of:
  - i. The Inmate receiving a periodontal cleaning appointment in conjunction with their first annual Re-care Examination appointment.
  - ii. Thereafter they can receive annual re-care dental cleanings with their Annual Re-Care Examinations.
3. If the Inmate has PSR readings of 2 or less yet has very heavy calculus present and / or very inflamed gingival tissues the Inmate may receive an Initial Debridement (ID-2) appointment prior to the first Re-care Examination appointment / Initial Debridement (ID-1) appointment.
4. **PSR Records of 3 or 4** indicates generalized periodontal disease or the existences of specific periodontal conditions or defects. The Periodontal Care program for Inmates with PSR readings of 3 or 4 (2 sextants of code 3 or 1 sextant of code 4) will consist of:
  - i. An Initial Debridement (ID-2) appointment may be made for the Inmate to remove the bulk of the calculus and dental plaque prior to the first Re-care Examination appointment / Initial Debridement (ID-1) appointment.
  - ii. The Inmate should then receive an Initial Debridement (ID-1) appointment in conjunction with the annual re-care examination appointment. At this ID-1 appointment a complete periodontal evaluation, including full mouth probing should be done.
  - iii. Annual re-care dental cleanings and oral examinations thereafter.
5. **PSR records of \* 3 or \*4.** If an Inmate has a 3 or 4 reading in only a specific area in a sextant, such as distal to # 18 only, a \*3 or \*4 will be recorded. Specific notes concerning this should be documented, which could include specific periodontal probe readings for the area. If more than one area is involved in the sextant the \*3 or \*4 coding should not be utilized. The Periodontal Care protocol for PSR Records of 2 or less should be followed with Inmates with \* 3 or \*4. However, the condition leading to the \*3 or \*4 should be documented and if appropriate, the Inmates treatment plan should reflect the plan for resolving the condition.

**C. Initial Debridement – 1 (ID-1) Appointments.**

1. Inmates with 12 months or more time remaining on their incarceration should be given an option to be scheduled for an Initial Debridement appointment.
2. This appointment will be an abbreviated periodontal cleaning with the purpose of removing the majority of the Inmates calculus and plaque build-up and to



- further educate the Inmate in personal oral health care.
3. The ID-1 appointment should consist of:
    - i. A dental cleaning utilizing ultrasonic and hand instrumentation.
    - ii. A Periodontal Screening Record (PSR).
    - iii. An assessment of the Inmates personal oral hygiene.
  4. Additional oral hygiene instruction should be provided, as needed to improve and re-enforce the Inmates personal oral health care. Oral Hygiene Instruction will be given and recorded on the OHI label (placed on the front cover of the Inmates dental chart) at this appointment if not done at a prior appointment.
  5. Complete periodontal evaluations, including full mouth probing will not normally be done at this appointment.
  6. Preventive fluoride treatment may be given, if deemed beneficial for dental caries management.
  7. If the Inmate does not desire a dental cleaning appointment he will be instructed to "kite in" if he should desire an appointment in the future.
  8. Inmates will be given an option to have an annual Periodic (Re-care) Examination and dental cleaning (debridement or adult prophylaxis) appointments thereafter. At each of these appointments a new PSR reading should be determined.

**D. Initial Debridement -2 Appointment.**

1. Inmates with 2 or more sextants with a PSR code of 3 or one sextant (or more) of PSR code of 4 may receive an Initial debridement (ID-2) appointment prior to the to the first Re-care Examination appointment / Initial Debridement (ID-1) appointment.
2. The ID-2 appointment, like the ID-1 appointment, will be an abbreviated periodontal cleaning with the purpose of removing the majority of the Inmates calculus and plaque build-up and to further educate the Inmate in personal oral health care.
3. Inmates with 2 or more sextants with a PSR code of 3 or one sextant (or more) of PSR code of 4, who receive an Initial Debridement 2 (ID-2) should receive a complete periodontal evaluation, including full mouth probing at the next dental cleaning (ID-1 or adult prophylaxis) appointment.
4. An assessment of the Inmates personal oral health care should be made. Additional OHI will be given to the Inmate as necessary.
5. If the Inmate is scheduled to receive a partial denture, a dentist should evaluate the Inmates periodontal condition prior to placement of the partial denture.
6. If the Inmate still has not significantly improved their oral hygiene condition, the OHI should be repeated. The Inmate may be scheduled for re-evaluation of their oral hygiene condition.

**E. Oral Hygiene Re-evaluation.**

1. If after the Initial Debridement appointment, the Inmate presents with an apparent lack of desire or ability to properly maintain their oral health he may be placed in an Oral Hygiene Re-evaluation program.
2. The Inmate should again receive the complete OHI program. Including interactive instruction and instructive aids such as dental models, disclosing tablets and educational literature.
3. The Inmates current oral health condition and details related to the OHI provided should be documented in the Daily Treatment Sheet or Periodontal

Treatment Sheet.

4. Any member of the dental staff properly trained to provide OHI instruction can provide the instructions.
5. The Inmate should be scheduled for an oral hygiene re-evaluation in 3-4 weeks.
6. If the Inmate still has not improved their oral hygiene condition, the OHI should be repeated.
7. The Inmate should again be scheduled for re-evaluation of their oral hygiene condition. This process can be repeated as often as necessary and as long as the Inmate desires to improve their personal oral health care.
8. If after 3 - 4 sessions the Inmate seems to have the desire to improve their personal oral health care but is not making significant improvements the Inmate should be referred to a dentist to evaluate for possible medical or physical factors relating to their poor oral health care.

**F. Pre-prosthetic periodontal evaluations.**

1. Inmates scheduled to receive a partial denture should have a dentist evaluate the Inmates periodontal health prior to starting construction of the partial denture.
2. Any periodontal compromised teeth should be evaluated to determine if the teeth should be removed or have periodontal surgery prior to placement of the partial. Teeth with poor long term prognosis should not be maintained unless the loss of these teeth will not have an adverse effect on the partial denture.
3. The dentist evaluating the Inmates periodontal condition should date and initial the Pre-prosthetic Evaluation section at the bottom of page 3 of the Comprehensive Treatment Plan (goldenrod) dental chart inserts.
4. The Pre-Prosthodontic Evaluation can be completed intra-orally or by reviewing the Dental Chart records, including the documentations made in the Periodontal Treatment (blue) dental chart insert.
5. Unless the Inmate's PSR is class 2 or less, the Inmate should have completed his ID-1 and ID-2 appointment. If not, a full mouth periodontal probing record should be part of the Pre-prosthetic Evaluation.

**G. Periodic (Re-care) Dental Cleaning (prophylaxis, prophy).**

1. The Inmates should be set up for an annual Periodic (Re-care) Dental Cleaning and Oral Examination after the ID-1 (or ID-2 if applicable) appointment is completed.
2. Normally the Inmate will receive one periodic dental cleaning appointment per year after the ID-1 (or ID-2) appointment. In select cases, a staff dentist may request the change to the frequency of dental cleanings provided per year. In addition, in select cases a staff dentist can authorized 2 appointment to provide quadrant scaling and root planing (minimum of 2 quadrants per appointment).
3. When possible the Periodic (annual) Oral Examination will be provided at the same time as the Periodic Dental Cleaning appointment. If a dentist is not available then the Inmate should be scheduled for a Periodic Oral Examination.
4. Radiographs will be ordered at intervals requested by a staff dentist or as set forth by guidelines from the Director, Dental Services.
5. The Inmates Medical History (pink chart insert) should be updated at each periodic examination.
6. The dentist needs to evaluate the periodontal condition of the inmate by

reviewing the latest (and current) Periodontal Treatment Record notations (blue dental chart insert). It may be useful to evaluate the progression of the Inmates periodontal health, by evaluation of the series of periodontal treatment record notations.

7. Topical fluoride treatment may be provided at each periodic dental clinic as directed by a staff dentist or as set forth by guidelines from the Director, Dental Services.

**H. Emergent Periodontal Care.** Emergent periodontal care is available to all Inmates. The Inmate should be scheduled according to MT DOC Emergency Dental protocols with the purpose of treating periodontal conditions causing severe pain, severely swollen gingival tissues and/ or excessive gingival bleeding. Treatment will generally consist of a localized or full mouth debridement.

**I. Surgical Periodontal Treatment.** Surgical periodontal care. Discussed in P-E-06.03, Non-Emergency Dental Treatment.

**J. Fluoride Treatment.**

1. All Inmates shall be given the option to receive topical fluoride treatments.
2. The Inmate shall be given an option to receive topical fluoride during the Initial Debridement appointments and subsequent Periodic (Re-care) Dental Cleaning appointments.
3. Additional applications of topical fluoride can be prescribed by a staff dentist on a case by case basis.
4. Daily topical fluoride gel can be prescribed, in select cases when medically indicated. A dental prescription label is placed on the fluoride gel container and a packet of cotton swabs to allow the Inmate to take the fluoride to their living quarters.

**K. Oral Hygiene Instruction (OHI).**

1. Each Inmate should have been provided Oral Health Instruction within 30 days of arrival at MDIU. If any inmate is lacking an Oral Hygiene Instruction (OHI) label on the front cover of his dental chart, the Inmate is to receive instructions on oral hygiene and personal oral care during their ID-1 or periodic (re-care) dental cleaning and examination appointment.
2. The OHI Label should be placed on the lower left corner of the Dental Chart cover. A check mark should be placed on each area of instruction given. The Inmate should initial, sign and date the OHI label.
3. The Instructor should also sign and date the OHI label.
4. Additional OHI sessions can be recommended by the dental hygienist or dentist.

**L. Chlorhexidine mouth Rinses.** In select cases the Inmate can be prescribed Chlorhexidine mouth rinse.

1. Alcohol containing Chlorhexidine mouth rinse is more effective, however it has to be provided to the Inmate in unit does and must be utilized in the infirmary area.
2. "Alcohol free" Chlorhexidine mouth wash should be utilized if the Inmate has a history of alcohol addiction or is in a unit which prevents easy access the Infirmary.

**M. Special Needs Care.**

1. Special Needs List. Inmates with special periodontal care needs, where additional Oral Examinations are recommended or customized topical fluoride applications are advised, will have this therapy tracked on the Special Needs List.
2. Special Needs Watch List. Inmates with specific high risk situations concerning their oral health will be tracked on the Special Needs Watch List. This will include:
  - a. Inmates with HIV.
  - b. Inmates on Amitriptyline or other medications known to cause severe dry mouth.
  - c. Special Management Inmates (SMI). These Inmates are tracked due to their high security status. Dental care for these inmates should be closely coordinated with the Command Post.
  - d. Select at risk inmates, referred from the Mental Health Department, as being potentially susceptible to having dental issues.

Any Inmates on the Special Needs Watch List who require customized periodontal care or fluoride therapy should be transferred to the main Special Needs List.
3. The Special Needs List will track the type of customized dental care recommended, frequency of the recommended care and the care provided will be documented.
4. Inmates should be removed from the Special Needs List if their need for this customized dental care is no longer deemed necessary.

- N. **Dental Chart Documentation.** All notations concerning periodontal care will be made in a standardized MT DOC dental chart. Guidelines set forth by the *MT DOC Guide to the Dental Chart* will be utilized when documenting information in the dental chart.

## Part 5: Prosthetic Dental Care

**A. Removable dentures and Partial Dentures**

Inmates may receive an evaluation to receive a complete denture, partial denture, repair or adjustment to an existing dental prosthetic device or occlusal (night guard) splint through:

1. Comprehensive Oral Examination or Periodic Oral Examination appointments.
2. Request for Medical Services – Dental (kite). The Inmate can request to be evaluated concerning need for new dental prosthetic devices or reline, repair or adjustment to existing dental prosthetic devices.

**B. Treatment – New Dental Prosthetic Devices.**

1. Inmate will be evaluated for need and eligibility to receive a new dental prosthetic device. If eligible the Inmate will be placed on the appropriate dental treatment list.
2. The request will be prioritized depending on the number of functional teeth the Inmate has per dental arch and medical necessity.
3. The Inmates dental prosthetic devices will be started when they are in the top range of the treatment list.

4. Inmates coming into the secure facility without a denture or partial denture (who would qualify for a partial denture), including continuous time served in another MT DOC secure facility, would qualify for a complete or partial denture after 18 months of time served.
5. Inmates who have all required extractions completed will qualify for a complete or partial dentures after a 6-month healing period. This is the minimum time. In most cases, a longer time period will occur before the complete or partial dentures are constructed.
6. Inmates transferred to regional correctional facility or to Community Corrections facilities as Inmate Workers will continue to be tracked on the treatment list. Once the Inmate comes to the top of the treatment list arrangements should be made to have the dental prosthetic device constructed and delivered. This could be provided by a community based dental or denturist clinic, a contract provider or transportation to the Martz Diagnostic and Intake Unit (MDIU) for the construction and placement of the dental prosthetic device. Once delivered and follow-up care is complete the Inmate can be returned.
7. Once the dental Prosthetic devices has been delivered, access to follow-up care must be provided.

**C. Complete and partial dentures.**

8. Inmates with existing teeth, treatment planned to be removed, can be placed on the appropriate dental prosthetic list at the treatment planning session. However, the start of construction of the denture should not occur until after a minimum of six months healing period. Often, a longer time period will occur before the complete or partial dentures are constructed.
1. Partial denture patients should have a pre-prosthetic evaluation prior to commencing construction of the partial denture. This evaluation should include:
  - i. Evaluation of current radiographs.
  - ii. Evaluation of planned restorative treatment.
  - iii. A periodontal evaluation.
  - iv. Overall evaluation of existing teeth to ensure the best long term prognosis of the teeth and partial denture are considered.
3. The Pre-prosthetic Evaluation section located at the bottom of page 3 of the Treatment Plan (goldenrod) dental chart insert should be dated and signed by the evaluating dentist.
4. Minor surgery such as minor ridge bone re-contouring or small root removal may allow for a shortened healing period.
5. Construction of a complete denture may precede that of the Inmates partial denture to accommodate completion of restorative or periodontal treatment or if the Inmate marginally meets the requirements for a partial denture.
6. The Inmate must be able to demonstrate an ability and desire to maintain their personal oral health. If a minimum oral hygiene standard is not met, the Inmate should be referred for periodontal care and oral hygiene re-evaluation. Once the Inmate has demonstrated an acceptable level of personal oral hygiene the partial denture construction should continue.
7. Repairs, adjustments and relines. The request for a repair, adjustment or reline to an existing denture should be evaluated for urgency and medical necessity.

- i. If causing significant discomfort or resulting in an inability to utilize the dental prosthesis the repair, adjustment or reline request may be placed on a priority list or taken care of immediately.
- ii. Normally request for relines will be placed on the same treatment list for new dentures.
- iii. A temporary reline may be placed to aid in improving function or act as a tissue conditioner until the permanent reline or new denture can be made.
- iv. Adjustments to new complete or partial dentures should be made in a timely manner.
- v. If necessary, an improperly fitting new denture can be re-made or relined.

**D. Lost dentures.** If a denture is lost the Inmate may be placed on the appropriate treatment list. Only if it can be substantiated that the correctional facility is responsible for the lost dental prosthetic device will a prioritization of the replacement be made. If an Inmate has lost multiple dental prosthetic devices, additional delays in constructing the replacement may be warranted not to exceed 5 years.

**E. Prosthetic devices in an outside location.** If an Inmate has a dental prosthetic device outside of the correctional facility, it may be mailed to the MT DOC Dental Clinic, Dental Services utilizing signed receipt documentation to enable the dental prosthetic device to be delivered to the Inmate.

**F. Occlusal splints / night guards.**

1. Inmates may be provided occlusal splints (night guards) if medically necessary to minimize signs and symptoms of significant TMJ disorders.
2. All necessary restorative treatment of the dental arch in which the occlusal splint is to be placed should be completed prior to placement of the device.
3. In cases of severe TMJ disorders the construction of the occlusal splint can be prioritized.

**G. Rehabilitation considerations prior to an Inmates release.** The Montana Department of Correction strives to provide the Inmates an opportunity for rehabilitation, the Dental Services department may provide dental prosthetic devices prior to release. This effort could improve the Inmates ability to secure employment and function within society.

1. The Inmate is required to have been in the secure facility for a minimum of required teeth. of 18 months beyond arriving at a MT DOC secure facility and 6 months after extraction
2. The Inmate must kite the Dental Department as soon as they have documented confirmation of impending release, parole, or transfer to a Community Corrections facility.
3. An effort will be made, as time allows, to provide the Inmate recommended complete dentures, partial dentures or acrylic temporary partials prior to release.
4. The emphasis for these cases is providing esthetics as well as function. An increase in the Inmates confidence and ability to smile may be a contributing factor in the Inmates ability to function in society, secure meaningful employment and may reduce recidivism rates for these Inmates.

5. If necessary, with the Inmates cooperation a Dental Hold may need to be placed on the Inmate to ensure the dental prosthetic devices are delivered prior to their release.
6. Montana Department of Corrections will not be held responsible if it is not possible to deliver the dental prosthetic device prior to the Inmates release.

## Part 6: Dental Referral Services

### A. Request for Referral – Dental Conditions.

1. For conditions involving primarily the oral, dental or maxilla-facial region.
2. MSP dental staff submits a recommendation for a referral to an outside practitioner or specialist utilizing the MT DOC Clinical Services Department Preauthorization Request Form.
3. The referral request is forwarded, along with documentation and radiographs to the Director, Dental Services. The request may be forwarded by the Director, Dental Services, to the Dental Services Review Committee if appropriate.
4. The Director, Dental Services, determines if the treatment, diagnostic consultation or laboratory services are necessary, whether the services could be accomplished by a member of the MSP dental staff, or approves the referral request to an outside practitioner or specialist.
5. A copy of the approved or denied referral request is forwarded to the MT DOC Managed Care Nurse.
6. The Director, Dental Services, forwards the request to the medical staff member designated to schedule off-site appointments.
7. The inmate is placed on the Inmate Treatment Follow-up List. This allows for tracking of inmates scheduled for a consultation or treatment with an outside dentist or other health care provider. In addition, this ensures post-referral follow-up care is completed.
8. Notation is made in the Daily Treatment Sheet in the inmate's dental charts concerning the referral.

### B. Request for Referral – Dental / Medical Conditions.

1. For conditions where there is an overlap of medical and dental concerns, head and neck conditions (other than dental conditions, above) or for complex conditions where involvement of dental and medical practitioners in the Inmates care are anticipated.
2. MSP dental staff submits a recommendation for a referral to an outside practitioner or specialist utilizing the MT DOC Clinical Services Department Preauthorization Request Form.
3. The referral request is forwarded, along with documentation and radiographs to the Director, Dental Services. The request is then forwarded to MT DOC Medical Director through the MT DOC Managed Care Nurse.
4. If approved, approved Inmate is scheduled with outside practitioner or specialist by the medical staff member designated to schedule off-site appointments.
5. The inmate is placed on the Inmate Treatment Follow-up List to allow for tracking of inmates scheduled for a consultation or treatment with an outside health care provider. In addition, this ensures post-referral follow-up care is completed.

6. In an Emergent situation, referral or direct consultation with a medical provider should be considered.
7. Notation is made in the Daily Treatment Sheet in the inmate's dental charts concerning the referral.

**C. Results of the Referral.**

1. Resulting documentation from the referral is forwarded to the MT DOC Dental Clinic and if appropriate to the Medical Department.
2. Determination is made concerning the need for further follow-up or post treatment evaluation or consultation.
3. All documentation concerning the referral should be placed in the Inmates dental chart. Notations are made in the dental chart concerning recommended follow-up appointments or routine dental care.
4. After all treatment, follow-up appointments or consultations are completed the Inmate is removed from the Inmate Treatment Follow-up List. If additional follow-up care is recommended such as a 6-month radiograph or evaluation the Inmate is left on this treatment list.

**D. Community practitioners or specialist treating patients at a MT DOC facility.**

1. Security checks need to be completed on the practitioner or specialist and their staff members prior to entering the facility.
2. The *Authorization for Outside Guest* sheet must be completed and delivered to the Command Post a minimum of 48 hours prior to the initial background security check.
3. Subsequent visits need to be delivered to the Command Post for authorization at least 24 hours prior to the visit.
4. Scheduling should be made in consultation with the medical treatment coordinator to minimize scheduling conflicts, especially with Inmates requiring escorting to the dental clinic.
5. All referred dental consultations or treatment should be reviewed by the MT DOC dentist prior to the planned treatment date, to ensure the referral is necessary and that the treatment cannot be accomplished by MT DOC dental staff.
6. Scheduling of patients should be made to minimize non- productive time for the visiting practitioner.
7. MT DOC dental staff can assist the practitioner or specialist to a limited extent; however, they should provide their own support staff, if needed.
8. The practitioner or specialist must document all consultations and treatment in the Inmates dental chart in accordance to the *MT DOC Guide to the Dental Chart*. The practitioner or specialist will have future access to the Inmates dental chart if needed for medical or legal requirements.
9. All dental charts seen by the practitioner or specialist should be reviewed by a MT DOC dentist to ensure follow-up requirements are taken care of and dental chart documentation is complete.
10. All requests for laboratory or referral to outside practitioners or facilities made by the community provider or specialist should follow the standard referral process (above). In cases where it is deemed necessary for immediate referral, Director, Dental Services approval can be made after the fact.



- E. Outside Dental Referral Log.** A log of dental referrals for consultation, treatment and/or laboratory services should be maintained to monitor whether:
1. Referrals have been made in a timely manner.
  2. The scheduled appointments have been kept.
  3. The report back from the referral were received and reviewed by MT DOC dental staff.
  4. Appropriate follow-up care was made by MT DOC dental staff.
  5. The Inmate was consulted concerning the referral or laboratory report.
  6. Notations were properly made in the Inmates dental chart.
  7. A separate section of the Dental Referral Log should track treatment, for Inmates seen at Montana State Prison, provided by community practitioners or specialist.

## **F. Part 6: Request for Non-Standardized Dental Treatment**

To allow for a standardized process to determine if requested non-standard dental treatment should be authorized by the MSP Dental Department. In addition, to provide a method to review a proposed dental treatment plan, when requested by a member of the dental staff or the inmate.

### **A. Request for non-standard dental treatment.**

1. Request.
  - I. MSP dental staff may request a review of a dental treatment plan or specific proposed dental treatment not normally provided by the MSP Dental Department. This review request can be for treatment proposed by themselves or by other MSP dental staff members. This request should be in writing to the Director, Dental Services.
  - II. Inmates may request special consideration for dental treatment not normally provided by the MSP Dental Department. In addition, the Inmate may request a review of proposed specific dental treatment or the proposed dental treatment plan. This request may be through a Request for Medical Services – Dental (kite) or directly to a member of the Dental staff.

### **B. Review Process – Dental / Oral Care.**

1. The request will be forwarded to the Director, Dental Services.
2. The Director, Dental Services will compile information on the specific request and forward the data to the members of the Dental Services Review committee.
3. The requested non-standard dental treatment will be reviewed and a decision determined by the Dental Services Review committee.
4. The MSP Health Services Bureau Chief should be consulted if the requested non-standard dental treatment expenditures would exceed two thousand, five hundred dollars for materials, laboratory fees or referral expenditures.
5. The requesting dental staff member or Inmate should be provided in writing, the decision made by the Dental Services Review committee.
6. The Director, Dental Services retains ultimate responsibility for dental care provided by the MSP Dental Department and can overrule decisions of the Dental Services Review committee.
7. Appeals may be made to the MSP Health Services Bureau Chief.

**C. Review Process – Maxilla-facial or overlapping medical and dental care.**

1. With cases involving extensive maxilla-facial treatment or complex overlapping medical and dental considerations, the request will be forwarded to the Director, Dental Services.
2. The Director, Dental Services will compile information on the specific request and complete the [Medical Review Panel \(MRP\) Disposition](#) document.
3. The Director, Dental Services should review this with the MSP Medical Director.
4. The MRP Disposition document is forwarded, with supporting information, to the MT DOC Health Services Bureau Office. It will then be placed on the agenda for the next MRP meeting.
5. The Director, Dental Services and/or assigned representative should present the case at the MPR meeting.
6. The MPR Committee will review the Level of Therapeutic Care and appropriateness of the proposed Inmate medical / dental care.
7. If approved, the treatment plan will be implemented with consultations with the medical staff when appropriate.
8. If the MRP Committee denies the request then the requesting dentist and patient should be notified in writing.
9. Appeals may be made to the MSP Health Services Bureau Chief.

**D. Dental Treatment requiring authorization.** The dental Services Review committee must review all request for:

1. Orthodontic treatment exceeding single tooth movement appliances
2. Fixed prosthetic appliances. Cast dental crowns, veneers, bridges and implant restorations.
3. Dental implants and bone grafting for preparation of placement of dental implants.
4. Advanced periodontal treatment including comprehensive full mouth periodontal surgery, periodontal bone grafting and referrals to an outside dentist or periodontist.
5. Referrals to an outside dentist or endodontist for endodontic treatment or endodontic surgery.
6. Referrals for advanced elective oral surgery.
7. Request for outside dental laboratory or diagnostic services exceeding two thousand, five hundred dollars.
8. Request for completion of dental treatment started prior to Inmate arriving to MSP requiring laboratory or referral expenditures.
9. Extensive maxilla-facial treatment.
10. Complex cases involving complicated or overlapping medical and dental considerations.
11. Other dental services not normally provided by the MSP Dental Department.

Director, Dental Services  
MT Dept. of Corrections

**DENTAL SERVICES MWP  
COR-SVCS-2020-0343-CSD**

**THIS CONTRACT** is entered into by and between the State of Montana, **Montana Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301, (406) 444-3930 and **Montana Dental Services, PC.**, (Contractor), whose address and phone number are P.O. Box 815, Bozeman, MT, 59718 and (406) 451-9880.

**1. EFFECTIVE DATE, DURATION, AND RENEWAL**

**1.1 Contract Term.** The Contract's initial term is January 1, 2020, through December 31, 2021, unless terminated earlier as provided in this Contract. In no event is this Contract binding on the State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract and the procurement officer signature approving the form of the Contract do not constitute an authorized signature.

**1.2 Contract Renewal.** State may renew this Contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in one (1) year intervals, or any interval that is advantageous to State. This Contract, including any renewals, may not exceed a total of seven (7) years.

**2. COST ADJUSTMENTS**

**2.1 Cost Increase by Mutual Agreement.** After the Contract's initial term and if State agrees to a renewal, the parties may agree upon a cost increase. State is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

**3. SERVICES AND/OR SUPPLIES**

**3.1 Service Requirements and Design.** Contractor must follow the following Montana Department of Corrections (MDOC) operational requirements and procedures. Contractor acknowledges having received and reviewed the MDOC operational requirements and procedures in effect on October 31, 2019. The parties agree that the operational requirements and procedures currently in effect and any amendments promulgated during the contract term upon reasonable advance notice to the Contractor are incorporated herein by reference. Contractor may cancel the contract upon 30 days' notice to the State if any amendments to the operational requirements and procedures made during the term of the contract, are unacceptable to the Contractor. Said cancellation is the Contractor's sole remedy.

**3.1.2 Dental Treatment and Procedures.**

- a) Contractor must follow HS E-06.1 Initial Dental Treatment.
- b) Contractor must follow HS E-06.2 Emergency Dental Evaluation.
- c) Contractor must follow HS E-06.3 Non-emergency Dental Treatment
- d) Contractor must follow HS E-06.4 Periodontal Care
- e) Contractor must follow HS E-06.5 Dental Prosthetic Services
- f) Contractor must follow HS E-06.6 Outside Dental Consultation or Treatment
- g) Contractor must follow HS E-06.7 Dental Services Reviewed Final Draft -2017
- h) Contractor must follow HS E-06.8 Dental Infection Control

- i) Contractor must follow HS E-06.9 Dental tooth Control – Final Draft – 2017
- j) Contractor must follow Infection Control – CDC
- k) Contractor must follow MT DOC Dental Services Revised May 19, 2017
- l) Contractor must follow Guide to Dental Chart Revised April 25, 2014

**3.2 Dental Services.** Contractor shall provide general dental care primarily but not limited to sixteen (16) hours per week to the inmates at Montana Women's Prison (MWP) in Billings, MT. In addition, Contractor will provide general dental services up to sixteen (16) hours a month at the Pine Hills Correctional Facility (PHCF) in Miles City, MT, and up to two (2) hours a week, at Passages in Billings, MT, with advance notice of a minimum of 72 hours prior to requested services. Services will include, but not be limited to the following:

**3.2.1** Oral / dental examinations and radiograph interpretations; periodontal care; preparations for, and placement of dental restorations, including amalgams, composites, provisional restorations and stainless-steel crowns, extractions and minor oral surgery procedures; complete and partial dentures; endodontic procedures; evaluation for oral pathology, including referrals and treatment of the condition; and prescribing of medications for dental or oral conditions.

**3.2.2 Services Provided at MWP.** On-site services will be provided at the MWP, up to sixteen (16) hours per week, not to exceed seven hundred thirty-six (736) hours annually, on days mutually agreed upon by Contractor and State Liaison. The dental assistant(s), employed by Contractor, will be expected to arrive up to 30 minutes prior to the dentist arriving (for set up) and stay up to 30 minutes after the dentist completes his scheduled appointments (for cleanup). A dental hygienist, employed by Contractor, will be expected to work up to two (2) eight and half (8.5) hour days per month at Montana Women's Prison.

**3.2.3 Services Provided at Passages.** On-site services will be provided at Passages, up to two (2) hours per week, not to exceed one hundred four (104) hours annually, mutually agreed upon by the Contractor and the State Liaison.

**3.2.4 Services Provided at PHCF.** On-site services provided at PHCF, eight (8) of the sixteen (16) hours will be replaced by one scheduled day per month at Montana Women's Prison, on days mutually agreed upon by Contractor and State Liaison. Total hours not to exceed one hundred ninety-two (192) hours annually. Dental assistant may be scheduled at PHCF for the same number of hours, plus up to but not exceeding, two (2) additional hours, that Contractor is scheduled for set up and cleanup. A dental hygienist will be employed by Contractor, to work up to sixteen (16) hours per month to work at PHCF.

**3.2.5 Schedule at PHCF.** The specific schedule will be determined by mutual agreement of Contractor and State liaison for the day each month of service to be provided at PHCF.

#### **4. CONSIDERATION/PAYMENT**

**4.1 Payment Schedule.** In consideration of the dental services to be provided, State shall pay Contractor according to the following schedule:

**4.1.1. Dental Services Compensation MWP.** Contractor will be compensated for their professional services on an hourly basis at the rate of one hundred twenty and 00/100 dollars (**\$120.00**) per hour – **not to exceed 736 hours or \$88,320.00 annually** for all provided services listed herein. Contractor will be compensated for the herein contracted services of their employees, **dental assistant 1** and **dental assistant 2**, at the hourly rate of nineteen and 00/100 (**\$19.00**) per hour – **not to exceed 2,105.5 hours or \$40,000 annually**. Contractor will be compensated for the herein contracted services

of his employee dental hygienist at the hourly rate of thirty-eight and 06/100 dollars (**\$38.06**) per hour – **not to exceed 204 hours or \$7,764.00 annually.**

**4.1.2. Dental Services Compensation Passages.** Contractor will be compensated at the hourly rate of one hundred twenty and 00/100 dollars (**\$120.00**) per hour – **not to exceed 104 hours or \$12,480.00 annually** for all provided services listed herein.

**4.1.3. Dental Services Compensation PHCF.** Contractor will be compensated at the hourly rate of one hundred twenty and 00/100 dollars (**\$120.00**) per hour, including two hours driving time, from Billings, MT, to Miles City, MT, and back to Billings, MT. Total number of hours of dental service **may not exceed 192 hours or \$23,040.00 annually.** The total number of driving time **may not exceed 48 hours or \$5,760.00 annually.** This combined total for professional services and driving time **may not exceed 240 hours or \$28,800.00 annually.** Contractor will be compensated for the herein contracted services for the herein contracted services of his employee **dental assistant** at the hourly rate of nineteen and 00/100 (**\$19.00**) per hour – **not to exceed 120 hours or \$2,280.00 annually.** Contractor will be compensated for the herein contracted services of his employee **dental hygienist** at the hourly rate of thirty-eight and 06/100 dollars (**\$38.06**) per hour – **not to exceed 192 hours or \$7,308.00 annually.**

**4.1.4. Dental Services Per Diem Compensation.** Per diem for the contract will be one (1) overnight stay in Miles City per month. It will be reimbursed at the state standard rate of ninety-six and 00/Dollars (**\$96.00**) per over-night stay, **not to exceed \$1,152.00 annually.** A copy of the itemized receipt shall be submitted to MDOC with the coinciding invoice for each stay.

**4.1.5. Calendar Year 2020 January 1, 2020 – December 31, 2020.** Total Contract maximum reimbursement for all specified services and per diem reimbursed shall not exceed one hundred eighty-eight thousand, one hundred four and 00/100 Dollars (**\$188,104.00**). The contract maximum includes all compensation noted in this contract for dentist, dental hygienist and dental assistant services. Service allowances noted in Sections 5.1.1 through 5.1.3 may be amended by agreement of the parties in writing. Any changes between facility compensations will still be limited to the total annual contract maximum.

**4.1.6 Invoices and Reference to the Contract.** Invoices must clearly show services performed by date and location, list the offenders name, the appropriate Medicaid reimbursement code(s) and any itemized per diem reimbursement for the invoice period. Contractor will document the hours worked for the dentist, dental assistant and dental hygienist. Hours worked will also be separated by locations worked. The record of hours worked will be forwarded to the [CORbilling@mt.gov](mailto:CORbilling@mt.gov) with the monthly invoice. State may withhold payment to Contractor for failure to perform in accordance with the terms and conditions of this Contract. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract. If the number is not provided, State is not obligated to timely pay the invoice. Invoices shall be submitted to the State liaison for review and approval.

**4.2 Payment Terms.** Unless otherwise noted in the solicitation document, State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of Contract execution in order to facilitate 's electronic funds transfer payments.

## **5. NON-EXCLUSIVE CONTRACT**

The intent of this Contract is to provide state agencies with an expedited means of procuring supplies and/or services. This Contract is for the convenience of state agencies and is considered by State to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the Contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. State does not guarantee any minimum usage.

## **6. AGENCY ASSISTANCE**

To the extent possible, Contractor shall use its own equipment in providing the goods/services set forth in Section 3. However, the parties recognize that services provided to State may occur within the confines of a secure facility necessitating the use of State facilities and equipment including but not limited to access to inmate records, workspace within the correctional facility, and a phone service. Montana Women's Prison does not allow cellular or digital phones within the facility. All equipment requested to be brought into a secure facility must be prior approved through the facility Secure Operations.

## **7. ACCESS AND RETENTION OF RECORDS**

**7.1 Access to Records.** Contractor shall provide State, State Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract under section 18, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.) Offender's protected health information (PHI) shall not be made accessible to Legislative Auditor Division without a HIPAA-compliant release and if applicable a 42 CFR Part-2 compliant release signed by the offender.

**7.2 Retention Period.** Contractor shall create and retain all records supporting the dental services rendered for a period of eight years after either the completion date of this Contract or termination of the Contract.

## **8. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

Contractor may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent (18-4-141, MCA). Contractor is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships or employment relationships exist between any subcontractor and State or between Contractor's employees and the State under this Contract.

## **9. HOLD HARMLESS/INDEMNIFICATION**

Contractor agrees to protect, defend, and save State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State, under this Contract.

## **10. REQUIRED INSURANCE**

**10.1 General Requirements.** Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**10.2 Primary Insurance.** Contractor's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**10.3 Specific Requirements for Commercial General Liability.** Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$300,000 per occurrence and \$600,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

**10.4 Specific Requirements for Automobile Liability.** Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

**10.5 Specific Requirements for Professional Liability.** Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: If "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

**10.6 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**10.7 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by Department of Corrections, P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

**10.8 Recommended Cyber/Data Information Security Insurance.** The Contractor acknowledges responsibility for loss or unauthorized acquisition of personal information it holds such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with §2-6-1501, MCA through §2-6-1503, MCA. In absence of insurance coverage specific to this type of coverage, Contract assumes personal liability for any such information breaches.

**11. LICENSURE**

Contractor agrees to provide the State with copies of appropriate current licenses issued under Title 37 of the Montana Code Annotated for all persons performing services under this Contract, prior to services stated herein being provided.

**12. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to Department of Corrections, P.O. Box 200135, 5 S. Last Chance Gulch, Helena, MT 59620-1301.

**13. COMPLIANCE WITH DARK MONEY SPENDING DISCLOSURE REQUIREMENTS**

Contractor shall comply with the provisions of the State of Montana Executive Order No. 15-2018. Contractor shall annually submit a declaration form to the contract liaison. Declaration forms can be found at: [http://sfsd.mt.gov/Portals/24/SPB/Dark%20Money/EO\\_DECLARATION%20FORM\\_04102019.pdf?ver=2019-04-25-124741-453](http://sfsd.mt.gov/Portals/24/SPB/Dark%20Money/EO_DECLARATION%20FORM_04102019.pdf?ver=2019-04-25-124741-453).

Contractor shall also annually submit a disclosure form to the contract liaison as required. Disclosure forms can be found at: [http://sfsd.mt.gov/Portals/24/SPB/Dark%20Money/dark\\_Money\\_Disclosure\\_Template.xlsm](http://sfsd.mt.gov/Portals/24/SPB/Dark%20Money/dark_Money_Disclosure_Template.xlsm).

All disclosures must be submitted to (insert agency contact information), for reporting on <https://transparency.mt.gov/>. Failure to comply with these requirements may result in contract termination. Contractor agrees that such a failure is a material breach of this Contract.

**14. COMPLIANCE WITH LAWS**

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119] Code. Detention Facility will comply with the Prison Rape Elimination Act 42 U.S.C.A. § 15601ff, the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.3.14, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. Detention Facility shall establish a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

**14.1 Affordable Care Act.** The Affordable Care Act requires a Contractor, if Contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage,



minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980 H (ACA) if provided by the State.

## **15. DISABILITY ACCOMMODATIONS**

State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to the State's office. Interested parties should provide as much advance notice as possible.

## **16. REGISTRATION WITH THE SECRETARY OF STATE**

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

## **17. INTELLECTUAL PROPERTY/OWNERSHIP**

**17.1 Ownership of Work Product.** Contractor shall execute any documents or take any other actions as may reasonably be necessary, or as State may reasonably request, to perfect State's ownership of any Work Product.

**17.2 Copy of Work Product.** Contractor shall, at no cost to State, deliver to State, upon State's request during the term of this Contract or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of State's request, or such expiration or termination.

**17.3 Ownership of Contractor Pre-Existing Materials.** Contractor retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that Contractor owns at the time this Contract is executed or otherwise developed or acquired independent of this Contract and employed by Contractor in connection with the services provided to State (the "Contractor Pre-existing Materials"). Contractor Pre-existing Materials are not Work Product. Contractor shall provide full disclosure of any Contractor Pre-Existing Materials to State before its use and to prove its ownership. If, however, Contractor fails to disclose to State such Contractor Pre-Existing Materials, Contractor shall grant State a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for State to receive the intended benefit under this Contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in **Section 22.1, Ownership of Work Product**, or as may be expressly agreed in any statement of work, Contractor shall retain title to and ownership of any hardware it provides under this Contract.

## **18. CONTRACT TERMINATION**

**18.1 Termination for Cause with Notice to Cure Requirement.** State may terminate this Contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**18.2 Termination for Cause with Notice to Cure Requirement.** Contractor may terminate this Contract for State's failure to perform any of its duties under this Contract after giving State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**18.3 Reduction of Funding.** State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

## **19. EVENT OF BREACH – REMEDIES**

**19.1 Event of Breach by Contractor.** Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other terms and conditions of this Contract;
- Beginning work under this Contract without prior State approval or breaching section 24.1, Technical or Contractual Problems, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

**19.2 Event of Breach by State.** State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

**19.3 Actions in Event of Breach.** Upon Contractor's material breach, State may:

- Terminate this Contract under Section 18.1, Termination for Cause and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon State's material breach, Contractor may:

- Terminate this Contract under section 18.2, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or

- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

## **20. FORCE MAJEURE**

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

## **21. WAIVER OF BREACH**

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

## **22. CONFORMANCE WITH CONTRACT**

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the State's prior written consent. Product or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

## **23. LIAISONS AND SERVICE OF NOTICES**

**23.1 Contract Liaisons.** All services management and coordination on State's behalf must be through a single point of contact designated as State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this Contract must be coordinated between State's liaison and Contractor's liaison.

Dr. Daniel Hash is State's liaison  
400 Conley Lake Rd.  
Deer Lodge, MT 59722  
1(406) 846-1320 ext. 2428  
[DHash@mt.gov](mailto:DHash@mt.gov)

Dr. Jim Hick's is Contractor's liaison  
255 Cirque Dr.  
Bozeman, MT 59718  
1(406) 451-9880  
[Jhic248@aol.com](mailto:Jhic248@aol.com)

**23.2 Contract Manager.** State's Contract Manager identified below is State's single point of contact and shall perform all contract management on State's behalf. Written notices, requests, complaints, or any other issues regarding this Contract should be directed to State's Contract Manager.

Kristi Hernandez is State's Contract Manager  
5 South Last Chance Gulch  
Helena, MT 59601  
Telephone: 9(406) 444-9649  
E-mail: [kristi.hernandez@mt.gov](mailto:kristi.hernandez@mt.gov)

Dr. Jim Hick's is Contractor's Contract Manager  
255 Cirque Dr.  
Bozeman, MT 59718  
Telephone: (406) 451-9880  
E-mail: [jhic248@aol.com](mailto:jhic248@aol.com)

**23.3 Notifications.** State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing.

## **24. MEETINGS**

**24.1 Technical or Contractual Problems.** Contractor shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

**24.2 Failure to Notify.** If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by State, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

**24.3 State's Failure or Delay.** For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of State's failure or delay in discharging any State obligation, State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

## **25. TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before contract completion or end of this term, or if particular work on a contract is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates a Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

## **26. CHOICE OF LAW AND VENUE**

Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

**27. TAX EXEMPTION**

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

**28. AUTHORITY**

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**29. SEVERABILITY**

A declaration by any court or any other binding legal source that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

**30. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT**

**30.1 Contract.** This Contract consists of 12 numbered pages as required. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

**30.2 Entire Agreement.** These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

**31. WAIVER**

State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

**32. EXECUTION**

The parties through their authorized agents have executed this Contract on the dates set out below.

**DEPARTMENT OF MONTANA**  
**Montana Department of Corrections**  
**5 S. Last Chance Gulch**  
**Helena, MT 59601**

**Montana Dental Services, PC**  
**P.O. Box 815**  
**Bozeman, MT 59718**

BY: Connie Winner, CSD Administrator  
 (Name/Title)

BY: Dr. Jim Hicks, D.D.S., Owner  
 (Name/Title)

DocuSigned by:

*Connie Winner*

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(Signature)

7/6/2020

DATE: \_\_\_\_\_

DocuSigned by:

*Jim Hicks*

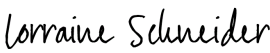
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(Signature)


7/6/2020

DATE: \_\_\_\_\_

Approved as to Legal Content:

DocuSigned by:  
 7/2/2020  
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Legal Counsel (Date)  
Department of Corrections

Approved as to Form:

DocuSigned by:  
 7/2/2020  
365659C767644B2...  
Contract Officer (Date)  
Department of Corrections

**DENTAL SERVICES MWP  
COR-SVCS-2020-0343-CSD**

**THIS CONTRACT** is entered into by and between the State of Montana, **Montana Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301, (406) 444-3930 and **Montana Dental Services, PC.**, (Contractor), whose address and phone number are P.O. Box 815, Bozeman, MT, 59718 and (406) 451-9880.

**1. EFFECTIVE DATE, DURATION, AND RENEWAL**

**1.1 Contract Term.** The Contract's initial term is January 1, 2020, through December 31, 2021, unless terminated earlier as provided in this Contract. In no event is this Contract binding on the State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract and the procurement officer signature approving the form of the Contract do not constitute an authorized signature.

**1.2 Contract Renewal.** State may renew this Contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in one (1) year intervals, or any interval that is advantageous to State. This Contract, including any renewals, may not exceed a total of seven (7) years.

**2. COST ADJUSTMENTS**

**2.1 Cost Increase by Mutual Agreement.** After the Contract's initial term and if State agrees to a renewal, the parties may agree upon a cost increase. State is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

**3. SERVICES AND/OR SUPPLIES**

**3.1 Service Requirements and Design.** Contractor must follow the following Montana Department of Corrections (MDOC) operational requirements and procedures. Contractor acknowledges having received and reviewed the MDOC operational requirements and procedures in effect on October 31, 2019. The parties agree that the operational requirements and procedures currently in effect and any amendments promulgated during the contract term upon reasonable advance notice to the Contractor are incorporated herein by reference. Contractor may cancel the contract upon 30 days' notice to the State if any amendments to the operational requirements and procedures made during the term of the contract, are unacceptable to the Contractor. Said cancellation is the Contractor's sole remedy.

**3.1.2 Dental Treatment and Procedures.**

- a) Contractor must follow HS E-06.1 Initial Dental Treatment.
- b) Contractor must follow HS E-06.2 Emergency Dental Evaluation.
- c) Contractor must follow HS E-06.3 Non-emergency Dental Treatment
- d) Contractor must follow HS E-06.4 Periodontal Care
- e) Contractor must follow HS E-06.5 Dental Prosthetic Services
- f) Contractor must follow HS E-06.6 Outside Dental Consultation or Treatment
- g) Contractor must follow HS E-06.7 Dental Services Reviewed Final Draft -2017
- h) Contractor must follow HS E-06.8 Dental Infection Control

- i) Contractor must follow HS E-06.9 Dental tooth Control – Final Draft – 2017
- j) Contractor must follow Infection Control – CDC
- k) Contractor must follow MT DOC Dental Services Revised May 19, 2017
- l) Contractor must follow Guide to Dental Chart Revised April 25, 2014

**3.2 Dental Services.** Contractor shall provide general dental care primarily but not limited to sixteen (16) hours per week to the inmates at Montana Women's Prison (MWP) in Billings, MT. In addition, Contractor will provide general dental services up to sixteen (16) hours a month at the Pine Hills Correctional Facility (PHCF) in Miles City, MT, and up to two (2) hours a week, at Passages in Billings, MT, with advance notice of a minimum of 72 hours prior to requested services. Services will include, but not be limited to the following:

**3.2.1** Oral / dental examinations and radiograph interpretations; periodontal care; preparations for, and placement of dental restorations, including amalgams, composites, provisional restorations and stainless-steel crowns, extractions and minor oral surgery procedures; complete and partial dentures; endodontic procedures; evaluation for oral pathology, including referrals and treatment of the condition; and prescribing of medications for dental or oral conditions.

**3.2.2 Services Provided at MWP.** On-site services will be provided at the MWP, up to sixteen (16) hours per week, not to exceed seven hundred thirty-six (736) hours annually, on days mutually agreed upon by Contractor and State Liaison. The dental assistant(s), employed by Contractor, will be expected to arrive up to 30 minutes prior to the dentist arriving (for set up) and stay up to 30 minutes after the dentist completes his scheduled appointments (for cleanup). A dental hygienist, employed by Contractor, will be expected to work up to two (2) eight and half (8.5) hour days per month at Montana Women's Prison.

**3.2.3 Services Provided at Passages.** On-site services will be provided at Passages, up to two (2) hours per week, not to exceed one hundred four (104) hours annually, mutually agreed upon by the Contractor and the State Liaison.

**3.2.4 Services Provided at PHCF.** On-site services provided at PHCF, eight (8) of the sixteen (16) hours will be replaced by one scheduled day per month at Montana Women's Prison, on days mutually agreed upon by Contractor and State Liaison. Total hours not to exceed one hundred ninety-two (192) hours annually. Dental assistant may be scheduled at PHCF for the same number of hours, plus up to but not exceeding, two (2) additional hours, that Contractor is scheduled for set up and cleanup. A dental hygienist will be employed by Contractor, to work up to sixteen (16) hours per month to work at PHCF.

**3.2.5 Schedule at PHCF.** The specific schedule will be determined by mutual agreement of Contractor and State liaison for the day each month of service to be provided at PHCF.

#### **4. CONSIDERATION/PAYMENT**

**4.1 Payment Schedule.** In consideration of the dental services to be provided, State shall pay Contractor according to the following schedule:

**4.1.1. Dental Services Compensation MWP.** Contractor will be compensated for their professional services on an hourly basis at the rate of one hundred twenty and 00/100 dollars (**\$120.00**) per hour – **not to exceed 736 hours or \$88,320.00 annually** for all provided services listed herein. Contractor will be compensated for the herein contracted services of their employees, **dental assistant 1** and **dental assistant 2**, at the hourly rate of nineteen and 00/100 (**\$19.00**) per hour – **not to exceed 2,105.5 hours or \$40,000 annually**. Contractor will be compensated for the herein contracted services



of his employee dental hygienist at the hourly rate of thirty-eight and 06/100 dollars (**\$38.06**) per hour – **not to exceed 204 hours or \$7,764.00 annually.**

**4.1.2. Dental Services Compensation Passages.** Contractor will be compensated at the hourly rate of one hundred twenty and 00/100 dollars (**\$120.00**) per hour – **not to exceed 104 hours or \$12,480.00 annually** for all provided services listed herein.

**4.1.3. Dental Services Compensation PHCF.** Contractor will be compensated at the hourly rate of one hundred twenty and 00/100 dollars (**\$120.00**) per hour, including two hours driving time, from Billings, MT, to Miles City, MT, and back to Billings, MT. Total number of hours of dental service **may not exceed 192 hours or \$23,040.00 annually.** The total number of driving time **may not exceed 48 hours or \$5,760.00 annually.** This combined total for professional services and driving time **may not exceed 240 hours or \$28,800.00 annually.** Contractor will be compensated for the herein contracted services for the herein contracted services of his employee **dental assistant** at the hourly rate of nineteen and 00/100 (**\$19.00**) per hour – **not to exceed 120 hours or \$2,280.00 annually.** Contractor will be compensated for the herein contracted services of his employee **dental hygienist** at the hourly rate of thirty-eight and 06/100 dollars (**\$38.06**) per hour – **not to exceed 192 hours or \$7,308.00 annually.**

**4.1.4. Dental Services Per Diem Compensation.** Per diem for the contract will be one (1) overnight stay in Miles City per month. It will be reimbursed at the state standard rate of ninety-six and 00/Dollars (**\$96.00**) per over-night stay, **not to exceed \$1,152.00 annually.** A copy of the itemized receipt shall be submitted to MDOC with the coinciding invoice for each stay.

**4.1.5. Calendar Year 2020 January 1, 2020 – December 31, 2020.** Total Contract maximum reimbursement for all specified services and per diem reimbursed shall not exceed one hundred eighty-eight thousand, one hundred four and 00/100 Dollars (**\$188,104.00**). The contract maximum includes all compensation noted in this contract for dentist, dental hygienist and dental assistant services. Service allowances noted in Sections 5.1.1 through 5.1.3 may be amended by agreement of the parties in writing. Any changes between facility compensations will still be limited to the total annual contract maximum.

**4.1.6 Invoices and Reference to the Contract.** Invoices must clearly show services performed by date and location, list the offenders name, the appropriate Medicaid reimbursement code(s) and any itemized per diem reimbursement for the invoice period. Contractor will document the hours worked for the dentist, dental assistant and dental hygienist. Hours worked will also be separated by locations worked. The record of hours worked will be forwarded to the [CORbilling@mt.gov](mailto:CORbilling@mt.gov) with the monthly invoice. State may withhold payment to Contractor for failure to perform in accordance with the terms and conditions of this Contract. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract. If the number is not provided, State is not obligated to timely pay the invoice. Invoices shall be submitted to the State liaison for review and approval.

**4.2 Payment Terms.** Unless otherwise noted in the solicitation document, State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of Contract execution in order to facilitate 's electronic funds transfer payments.

## **5. NON-EXCLUSIVE CONTRACT**

The intent of this Contract is to provide state agencies with an expedited means of procuring supplies and/or services. This Contract is for the convenience of state agencies and is considered by State to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the Contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. State does not guarantee any minimum usage.

## **6. AGENCY ASSISTANCE**

To the extent possible, Contractor shall use its own equipment in providing the goods/services set forth in Section 3. However, the parties recognize that services provided to State may occur within the confines of a secure facility necessitating the use of State facilities and equipment including but not limited to access to inmate records, workspace within the correctional facility, and a phone service. Montana Women's Prison does not allow cellular or digital phones within the facility. All equipment requested to be brought into a secure facility must be prior approved through the facility Secure Operations.

## **7. ACCESS AND RETENTION OF RECORDS**

**7.1 Access to Records.** Contractor shall provide State, State Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract under section 18, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.) Offender's protected health information (PHI) shall not be made accessible to Legislative Auditor Division without a HIPAA-compliant release and if applicable a 42 CFR Part-2 compliant release signed by the offender.

**7.2 Retention Period.** Contractor shall create and retain all records supporting the dental services rendered for a period of eight years after either the completion date of this Contract or termination of the Contract.

## **8. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

Contractor may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent (18-4-141, MCA). Contractor is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships or employment relationships exist between any subcontractor and State or between Contractor's employees and the State under this Contract.

## **9. HOLD HARMLESS/INDEMNIFICATION**

Contractor agrees to protect, defend, and save State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State, under this Contract.

## **10. REQUIRED INSURANCE**

**10.1 General Requirements.** Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**10.2 Primary Insurance.** Contractor's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**10.3 Specific Requirements for Commercial General Liability.** Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$300,000 per occurrence and \$600,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

**10.4 Specific Requirements for Automobile Liability.** Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

**10.5 Specific Requirements for Professional Liability.** Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: If "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

**10.6 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**10.7 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by Department of Corrections, P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

**10.8 Recommended Cyber/Data Information Security Insurance.** The Contractor acknowledges responsibility for loss or unauthorized acquisition of personal information it holds such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with §2-6-1501, MCA through §2-6-1503, MCA. In absence of insurance coverage specific to this type of coverage, Contract assumes personal liability for any such information breaches.

**11. LICENSURE**

Contractor agrees to provide the State with copies of appropriate current licenses issued under Title 37 of the Montana Code Annotated for all persons performing services under this Contract, prior to services stated herein being provided.

**12. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to Department of Corrections, P.O. Box 200135, 5 S. Last Chance Gulch, Helena, MT 59620-1301.

**13. COMPLIANCE WITH DARK MONEY SPENDING DISCLOSURE REQUIREMENTS**

Contractor shall comply with the provisions of the State of Montana Executive Order No. 15-2018. Contractor shall annually submit a declaration form to the contract liaison. Declaration forms can be found at: [http://sfsd.mt.gov/Portals/24/SPB/Dark%20Money/EO\\_DECLARATION%20FORM\\_04102019.pdf?ver=2019-04-25-124741-453](http://sfsd.mt.gov/Portals/24/SPB/Dark%20Money/EO_DECLARATION%20FORM_04102019.pdf?ver=2019-04-25-124741-453).

Contractor shall also annually submit a disclosure form to the contract liaison as required. Disclosure forms can be found at: [http://sfsd.mt.gov/Portals/24/SPB/Dark%20Money/dark\\_Money\\_Disclosure\\_Template.xlsm](http://sfsd.mt.gov/Portals/24/SPB/Dark%20Money/dark_Money_Disclosure_Template.xlsm).

All disclosures must be submitted to (insert agency contact information), for reporting on <https://transparency.mt.gov/>. Failure to comply with these requirements may result in contract termination. Contractor agrees that such a failure is a material breach of this Contract.

**14. COMPLIANCE WITH LAWS**

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119] Code. Detention Facility will comply with the Prison Rape Elimination Act 42 U.S.C.A. § 15601ff, the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.3.14, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. Detention Facility shall establish a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

**14.1 Affordable Care Act.** The Affordable Care Act requires a Contractor, if Contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage,

minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980 H (ACA) if provided by the State.

## **15. DISABILITY ACCOMMODATIONS**

State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to the State's office. Interested parties should provide as much advance notice as possible.

## **16. REGISTRATION WITH THE SECRETARY OF STATE**

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

## **17. INTELLECTUAL PROPERTY/OWNERSHIP**

**17.1 Ownership of Work Product.** Contractor shall execute any documents or take any other actions as may reasonably be necessary, or as State may reasonably request, to perfect State's ownership of any Work Product.

**17.2 Copy of Work Product.** Contractor shall, at no cost to State, deliver to State, upon State's request during the term of this Contract or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of State's request, or such expiration or termination.

**17.3 Ownership of Contractor Pre-Existing Materials.** Contractor retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that Contractor owns at the time this Contract is executed or otherwise developed or acquired independent of this Contract and employed by Contractor in connection with the services provided to State (the "Contractor Pre-existing Materials"). Contractor Pre-existing Materials are not Work Product. Contractor shall provide full disclosure of any Contractor Pre-Existing Materials to State before its use and to prove its ownership. If, however, Contractor fails to disclose to State such Contractor Pre-Existing Materials, Contractor shall grant State a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for State to receive the intended benefit under this Contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in **Section 22.1, Ownership of Work Product**, or as may be expressly agreed in any statement of work, Contractor shall retain title to and ownership of any hardware it provides under this Contract.

## **18. CONTRACT TERMINATION**

**18.1 Termination for Cause with Notice to Cure Requirement.** State may terminate this Contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**18.2 Termination for Cause with Notice to Cure Requirement.** Contractor may terminate this Contract for State's failure to perform any of its duties under this Contract after giving State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**18.3 Reduction of Funding.** State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

## **19. EVENT OF BREACH – REMEDIES**

**19.1 Event of Breach by Contractor.** Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other terms and conditions of this Contract;
- Beginning work under this Contract without prior State approval or breaching section 24.1, Technical or Contractual Problems, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

**19.2 Event of Breach by State.** State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

**19.3 Actions in Event of Breach.** Upon Contractor's material breach, State may:

- Terminate this Contract under Section 18.1, Termination for Cause and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon State's material breach, Contractor may:

- Terminate this Contract under section 18.2, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or

- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

## **20. FORCE MAJEURE**

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

## **21. WAIVER OF BREACH**

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

## **22. CONFORMANCE WITH CONTRACT**

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the State's prior written consent. Product or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

## **23. LIAISONS AND SERVICE OF NOTICES**

**23.1 Contract Liaisons.** All services management and coordination on State's behalf must be through a single point of contact designated as State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this Contract must be coordinated between State's liaison and Contractor's liaison.

Dr. Daniel Hash is State's liaison  
400 Conley Lake Rd.  
Deer Lodge, MT 59722  
1(406) 846-1320 ext. 2428  
[DHash@mt.gov](mailto:DHash@mt.gov)

Dr. Jim Hick's is Contractor's liaison  
255 Cirque Dr.  
Bozeman, MT 59718  
1(406) 451-9880  
[Jhic248@aol.com](mailto:Jhic248@aol.com)

**23.2 Contract Manager.** State's Contract Manager identified below is State's single point of contact and shall perform all contract management on State's behalf. Written notices, requests, complaints, or any other issues regarding this Contract should be directed to State's Contract Manager.

Kristi Hernandez is State's Contract Manager  
5 South Last Chance Gulch  
Helena, MT 59601  
Telephone: 9(406) 444-9649  
E-mail: [kristi.hernandez@mt.gov](mailto:kristi.hernandez@mt.gov)

Dr. Jim Hick's is Contractor's Contract Manager  
255 Cirque Dr.  
Bozeman, MT 59718  
Telephone: (406) 451-9880  
E-mail: [jhic248@aol.com](mailto:jhic248@aol.com)

**23.3 Notifications.** State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing.

## **24. MEETINGS**

**24.1 Technical or Contractual Problems.** Contractor shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

**24.2 Failure to Notify.** If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by State, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

**24.3 State's Failure or Delay.** For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of State's failure or delay in discharging any State obligation, State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

## **25. TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before contract completion or end of this term, or if particular work on a contract is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates a Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

## **26. CHOICE OF LAW AND VENUE**

Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.



**27. TAX EXEMPTION**

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

**28. AUTHORITY**

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**29. SEVERABILITY**

A declaration by any court or any other binding legal source that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

**30. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT**

**30.1 Contract.** This Contract consists of 12 numbered pages as required. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

**30.2 Entire Agreement.** These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

**31. WAIVER**

State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

**32. EXECUTION**

The parties through their authorized agents have executed this Contract on the dates set out below.

**DEPARTMENT OF MONTANA**  
**Montana Department of Corrections**  
**5 S. Last Chance Gulch**  
**Helena, MT 59601**

**Montana Dental Services, PC**  
**P.O. Box 815**  
**Bozeman, MT 59718**

BY: Connie Winner, CSD Administrator  
 (Name/Title)

BY: Dr. Jim Hicks, D.D.S., Owner  
 (Name/Title)

DocuSigned by:

*Connie Winner*

ABDE2DE1207948A...

(Signature)

7/6/2020

DATE: \_\_\_\_\_

DocuSigned by:

*Jim Hicks*

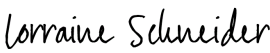
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(Signature)


7/6/2020

DATE: \_\_\_\_\_

Approved as to Legal Content:

DocuSigned by:  
 7/2/2020  
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\_\_\_\_\_  
Legal Counsel (Date)  
Department of Corrections

Approved as to Form:

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 7/2/2020  
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Contract Officer (Date)  
Department of Corrections